

5/23/39 *used* OCT 19 1939

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144627

Agreement.
Alton & Gen. Railroad Co.
& Monsanto Chemical Works

COMPARED *To Monsanto*
INDEXED *Village of Monsanto*

See Instr

STATE OF ILLINOIS, } ss.
ST. CLAIR COUNTY, }

This instrument was

FILED FOR RECORD

OCT 19 1939

at *8:20* A. M. and recorded

in Book *916* Page *124*

Walter Hambrick
RECORDED
John L. Fekete
Per *John L. Fekete* Dep.

8⁰⁰

Thos L. Fekete

C280-1

THIS AGREEMENT, made and entered into this 23rd day of May, A.D. 1939 by and between the ALTON AND SOUTHERN RAILROAD, an Illinois corporation, with its principal offices in the City of East St. Louis, Illinois, hereinafter called "Alton Company", party of the first part, and MONSANTO CHEMICAL COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Delaware and licensed to do business by and under the laws of the State of Illinois, successor and assignee of Monsanto Chemical Works, a Missouri corporation, since dissolved, hereinafter called "Monsanto Company", party of the second part, and the VILLAGE OF MONSANTO, a municipal corporation of the State of Illinois, hereinafter called "Village", party of the third part,

WITNESSETH:

WHEREAS on August 20, 1924 Alton Company and Monsanto Company's predecessor corporation entered into an agreement with respect to the construction, maintenance and operation of a 36-inch pipe laid in Dead Creek under the tracks and roadway of Alton Company, a copy of which agreement is attached and made a part hereof; and,

WHEREAS Monsanto Company has asked to be released from the terms and conditions to which it was bound under said agreement of August 20, 1924 and has asked that the obligations, terms and conditions therein agreed to be kept by Monsanto Company be transferred, assigned, set over and assumed by Village; and,

WHEREAS Village has agreed to assume all of the obligations, terms and conditions of said agreement; and,

WHEREAS Village desires Alton Company to give Village the right and privilege of extending said 36-inch pipe line in Dead Creek northward across right-of-way of Alton Company, for the purpose of connecting the pipe line with the sewer line of said Village, as shown in red on Drawing B-1426-RA-2, a copy of which is attached hereto and made a part hereof, which privilege Alton Company is willing to grant under the terms and conditions hereinafter set forth,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and promises hereinafter contained, the parties hereto have agreed as follows:

1. Village hereby accepts all of the obligations, terms, conditions and liabilities assumed by Monsanto Company and its predecessor under the agreement of August 20, 1924 and binds itself to Alton Company as fully and completely as if the name of Village had been written into that agreement at every place where the name "Monsanto Company" appears therein.

2. Alton Company hereby grants Village the right and privilege of extending said 36-inch pipe line northward across right-of-way of Alton Company, for the purpose of connecting the pipe line with sewer system of said Village.

3. All the work of excavating for, laying, maintaining, using and repairing said pipe line extension shall be done in such manner as not to interfere with nor endanger the roadbed of Alton Company, or any of its tracks or other property, and shall be done at such times and in such manner as

not to interfere with nor endanger the operation of Alton Company. Village shall keep the surface of the ground over said pipe line extension filled up level.

4. All the work of excavating for, laying, maintaining, using and repairing said pipe line extension shall be done by Village at its own expense, under the direction and subject to the approval of the Roadmaster of Alton Company. Said Roadmaster shall have full authority to direct the time and manner of doing the work and may require Village to have same done as he directs. If Village fails or refuses to comply with the directions of the Roadmaster of Alton Company, he may stop the work altogether.

5. If, at any time hereafter, Alton Company may desire to construct or erect additional track or tracks, or make any change in its present track or tracks, grade lines or other facilities, and, in so doing, it becomes necessary to change the location, either horizontally or vertically, of said pipe line extension, Village shall make such change in its pipe line extension as Alton Company may require, without cost or expense to Alton Company.

6. Village, its agents and employees, shall, at all reasonable times, have the right to enter upon the premises of Alton Company, for the purpose of inspecting, repairing and renewing said pipe line extension, or the ground over same, but all such work shall be done in such manner and at such time as not to hinder, delay, nor in any manner interfere with the use of the tracks and property of Alton Company by its

officers, agents, employees, patrons or other persons lawfully using same.

7. If Village fails to make the necessary repairs to said pipe line extension, the ground over same or other property of Alton Company, or to comply with any of the terms and conditions of this agreement, Alton Company shall have the right to make the necessary repairs or perform the necessary acts and charge Village with the cost thereof, together with ten percent (10%) which shall be added to the cost of labor, to cover the use of hand tools and supervision, plus Social Security taxes and Railroad Retirement Fund taxes, together with fifteen percent (15%) which shall be added to the cost of materials supplied, to cover freight charges, storeroom expenses and accounting. Village shall promptly reimburse Alton Company therefor, upon bills being rendered to it.

8. Upon the termination of this agreement, Village, at its sole cost and expense, shall take up and remove said pipe line extension and restore the premises of Alton Company to substantially the same condition that existed before said pipe line extension was laid, and, for this purpose, the officers and employees of Village shall have the right to enter upon the premises of Alton Company. Failure of Village so to do will entitle Alton Company to do so and to charge the cost thereof to Village, as provided in the preceding clause hereof.

9. Village shall assume all risk of damage to said pipe line extension and appurtenances thereto and hereby

waives all claims against Alton Company resulting from any such damage. Village shall hereafter save and keep harmless Alton Company from all damage or claims for damage to other parties arising directly or indirectly out of the construction, operation, maintenance, presence or removal of said pipe line extension or appurtenances thereto. Village shall reimburse and make good to Alton Company any and all damages or injury to its property or employees caused by the construction, operation, maintenance, presence or removal of said pipe line extension or appurtenances thereto, or arising in any way from the privileges hereby allowed Village, the judgment of any court in any case to the contrary notwithstanding.

10. Village further agrees that, if default is made in the observance or performance of any of the covenants or conditions herein mentioned on its part to be kept and performed, Alton Company shall have the right to declare this agreement terminated and to immediately remove from the premises of the aforesaid all property of Village, and that the failure of Alton Company to insist upon the strict performance of the terms, covenants, conditions and agreement on the part of Village to be performed, or any of them, shall not constitute nor be construed as a waiver or relinquishment of the rights of Alton Company to thereafter enforce any such term, covenant, condition or agreement. It is understood that any termination or cancellation of this agreement shall be limited in effect to the pipe line extension only and shall not in any manner whatsoever nullify, in whole or in part, said agreement of

August 20, 1924, which agreement has been assigned to Village under Section 1 hereof.

11. It is further agreed between the parties hereto that this agreement shall not become effective until approved by the Illinois Commerce Commission.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed, in triplicate, by their proper officers, the day and year first above written.

ALTON AND SOUTHERN RAILROAD

Attest:

J. R. Howard

By

James D. Rice
President

MONSANTO CHEMICAL COMPANY

Attest:

W. H. Scanlon
Secy

By

W. H. Scanlon
President

VILLAGE OF MONSANTO

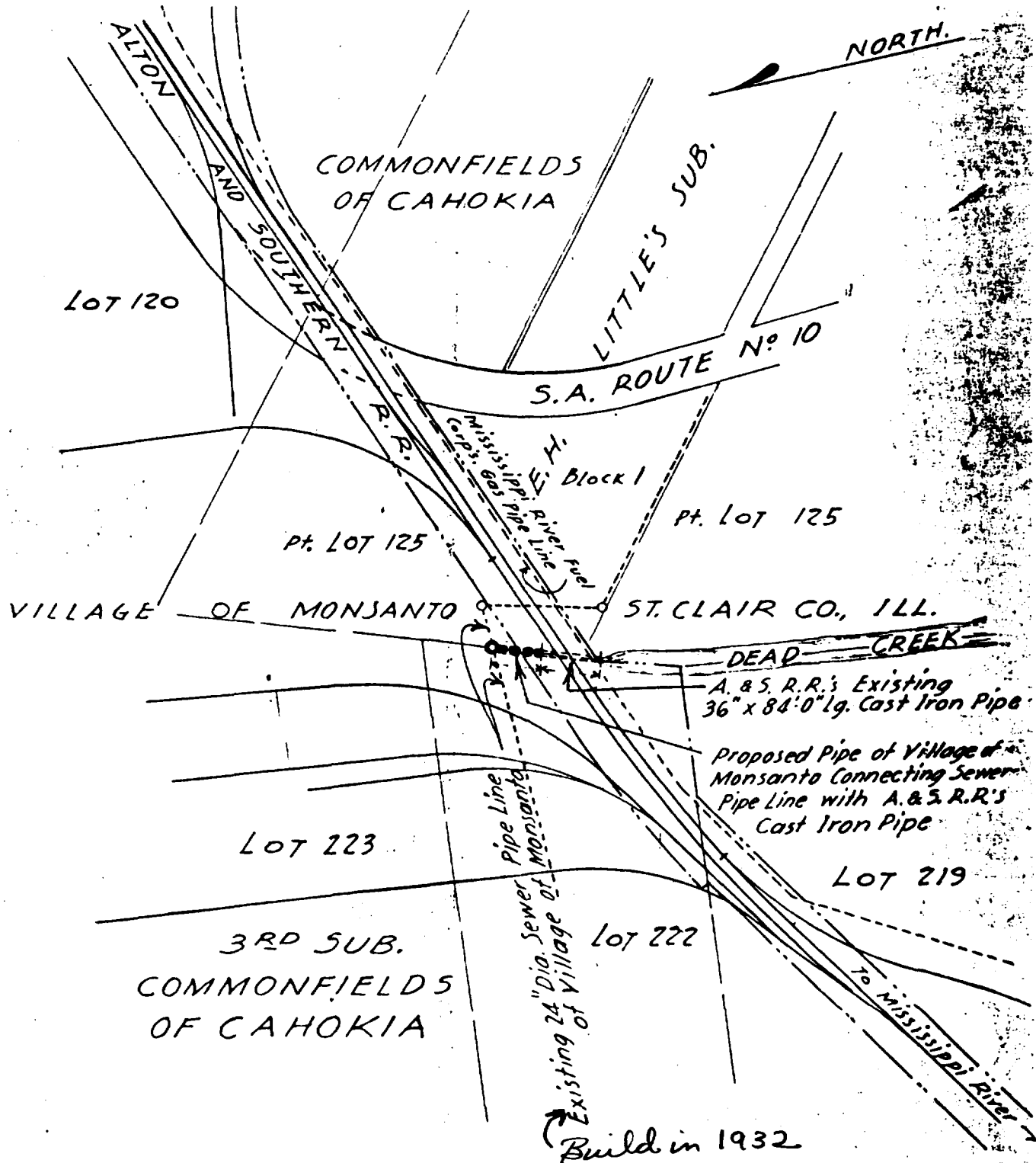
Attest:

George E. Gden

By

Geo. E. Gden
President of Board
of Trustees.

*This plat to be recorded
on page 126*



PROPOSED PIPE
CONNECTING SEWER OF VILLAGE OF MONSANTO
WITH 36" C.I. PIPE UNDER A. & S. R.R.
AT DEAD CREEK

ALTON & SOUTHERN R. R.	
PLAT OF PROPERTY No. _____	
Drawn by <u>R. G. B.</u>	Date <u>5-6-39</u>
Drawn No. _____	Checked by _____
Scale <u>1" = 200'</u>	No. <u>B-1426-RA-2</u>

COPY

THIS AGREEMENT, made and entered into this 20th day of August, A.D. 1924, by and between the ALTON AND SOUTHERN RAILROAD, an Illinois corporation, hereinafter called the "Alton Company", party of the first part, and the MONSANTO CHEMICAL WORKS, a Missouri corporation, hereinafter called the "Monsanto Company", party of the second part.

WITNESSETH:

WHEREAS, Dead Creek runs through the property of the Monsanto Company and across the right of way of the Alton Company; and,

WHEREAS, the Alton Company desires to replace a timber bridge crossing Dead Creek on the line of its railroad located about Three Hundred Fifty (350) feet southwest of the lower Cahokia Road in Centerville Township, St. Clair County, Illinois, with an earth and cinder embankment, and a Thirty-six (36) inch pipe; and,

WHEREAS, the Monsanto Company has an underground sewer system at its manufacturing plant and property aforesaid, which empties through a thirty-six (36) inch pipe into Dead Creek a short distance from the bridge aforesaid; and,

WHEREAS, said thirty-six (36) inch pipe of the Monsanto Company is placed below the level of Dead Creek; and,

WHEREAS, the Monsanto Company desires to continue its said thirty-six (36) inch pipe so that the same may connect with the pipe to be placed by the Alton Company; and,

WHEREAS, the Monsanto Company desires the Alton Company to place its said pipe in Dead Creek at a grade that will permit the said sewer system of the Monsanto Company to properly connect with the pipe of the Alton Company; and,

WHEREAS, to so place said pipe of the Alton Company will require it to empty into Dead Creek at a grade below the level of Dead Creek;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES that the Alton Company will place its said thirty-six (36) inch pipe, within its embankment aforesaid, at an elevation of thirty-four (.34) hundredths of a foot lower than the present outlet of the sewer of the Monsanto Company, all as shown on drawing hereto attached, numbered B-548-RA-1, and made a part hereof.

The Monsanto Company agrees that it will, at its own expense, at all times keep said pipe of said Alton Company open for the free passage of water from one end of the pipe to the other; and the Monsanto Company further agrees to indemnify and save harmless the Alton Company from all claims, demands, suits, actions and proceedings whatsoever, and fees and expenses connected therewith, which may be brought against the Alton Company on account of injuries or damages, or alleged injuries or damages to persons and property, arising from or growing out of the construction and maintenance of said thirty-six (36) inch pipe below the level of Dead Creek, instead of at the level of Dead Creek.

Nothing herein provided shall prevent the Alton Company from hereafter constructing and maintaining additional track or tracks, or structures, or making any changes in its present track or tracks, grade-lines or other facilities, or in lengthening or shortening its said thirty-six (36) inch pipe.

The provisions of this agreement shall be for the benefit of and shall be binding upon the successors and assigns of each of the parties hereto.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed in duplicate by their proper officers, the day and year first above written.

ALTON AND SOUTHERN RAILROAD

By (Signed) C. B. Fox

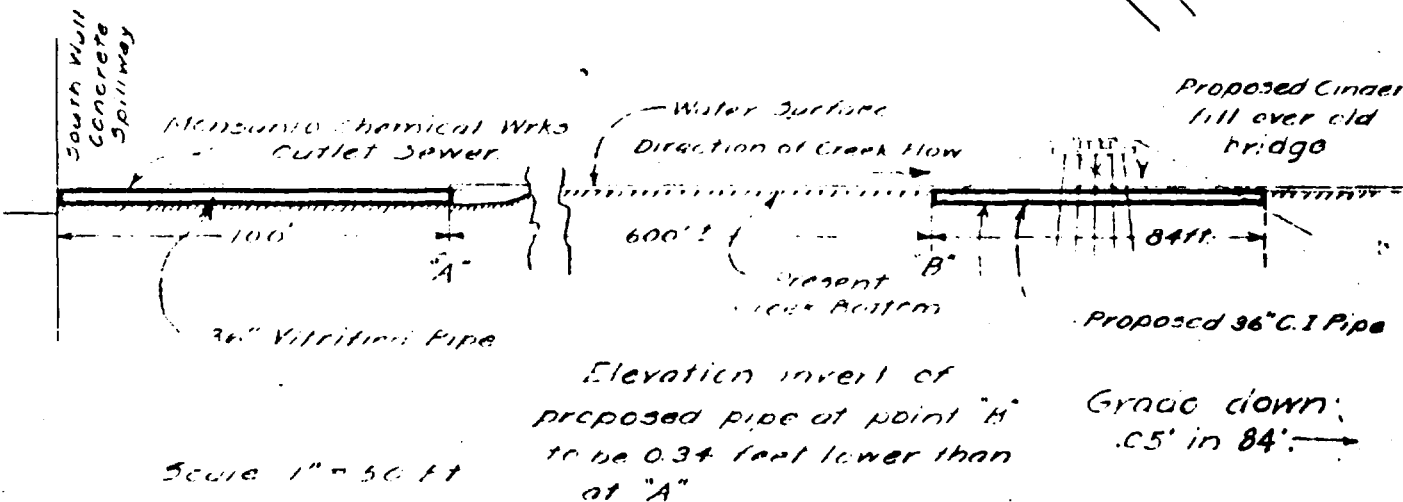
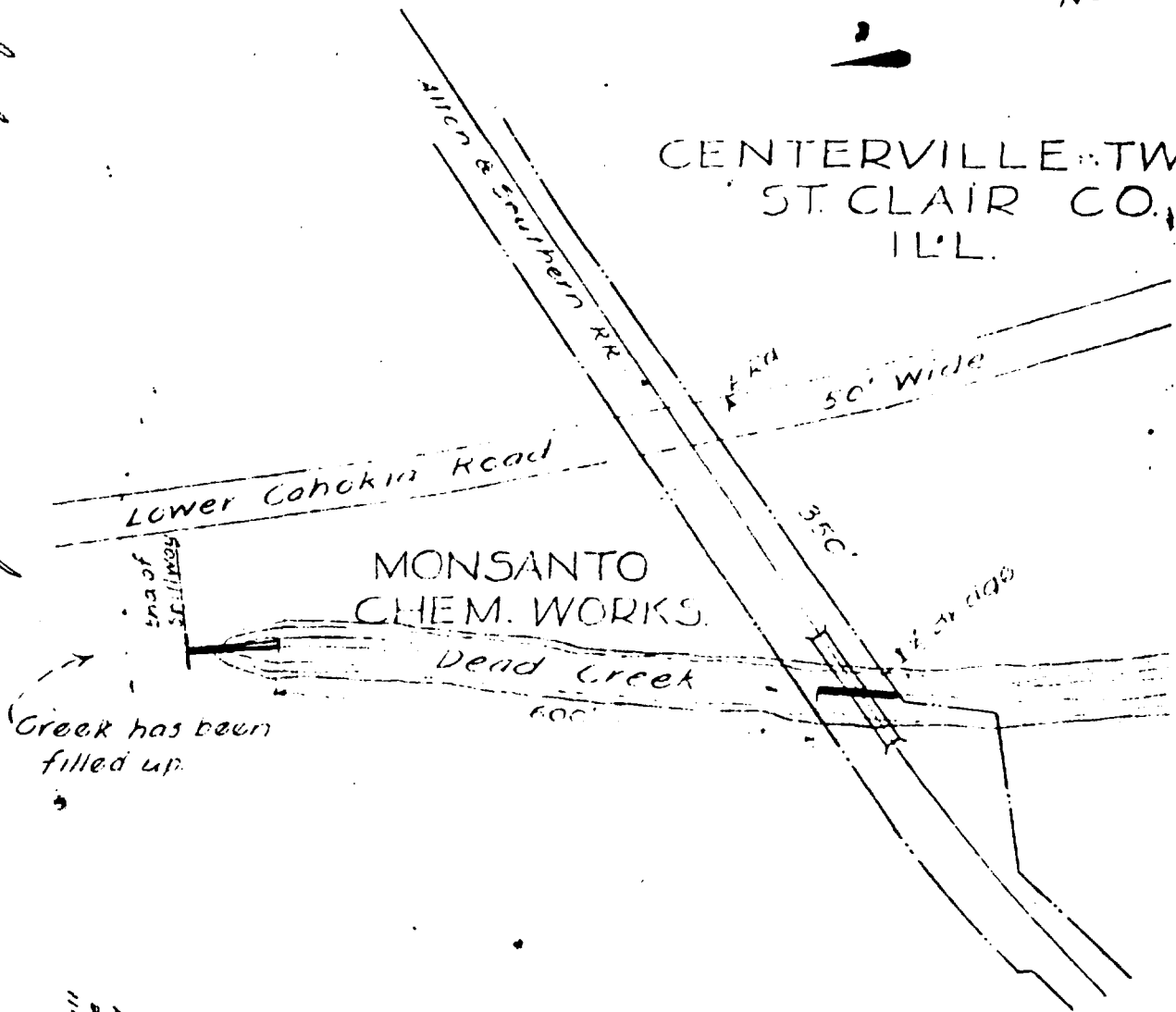
MONSANTO CHEMICAL WORKS

By (Signed) John F. Queeny

North

CENTERVILLE TWP.
ST. CLAIR CO.,
ILL.

This plat is recorded on page 128.



SKETCH SHOWING LOCATION
AND ELEVATION OF
36" CAST IRON PIPE
TO BE INSTALLED AT BRIDGE NO. 2
ON ALTON & SOUTHERN R.R.

ALTON & SOUTHERN R.R.
PLAN OF PROPERTY No. _____
Drawn by A.P. & E.L.C. Date 7-12-15
Drawer No. _____ Checked by _____
Scale 1" = 50' No. B 548 RA-